

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS
SPECIFICATION 04-179**

The City of Lincoln, Nebraska, intends to enter into a contract and invites you to submit a sealed proposal for:

**DIGITAL CELLULAR and MOBILE DATA EQUIPMENT AND SERVICES
FOR CITY OF LINCOLN AND LANCASTER COUNTY**

Any questions or clarifications concerning this Request for Proposal shall be submitted in writing to the Purchasing Division, 440 South 8th St., Suite 200, Southwest Wing, Lincoln, NE 68508 FAX: (402) 441-6513. The RFP title/number shall be referenced on all correspondence. All questions must be received no later than ten (10) calendar days prior to the scheduled opening date. All responses to questions/clarifications will be sent to all prospective respondents in the form of an addendum.

NO QUESTIONS WILL BE RECEIVED AFTER SAID DEADLINE.

The City of Lincoln reserves the right to accept any proposal deemed to be in the best interest of the City of Lincoln, or waive any informality in any proposal. The City of Lincoln may reject any and all proposals.

Sealed proposals will be received by the City of Lincoln, Nebraska, on or before 12 Noon, Wednesday, **August 18, 2004** in the office of the Purchasing Agent, 440 South 8th Street, Suite 200, Southwest Wing Lincoln, NE 68508. Proposals will be Publicly opened reading only the names of the firms submitting proposals not their proposed fees.

**DIGITAL CELLULAR / PCS / EQUIPMENT AND SERVICES
INSTRUCTIONS TO RESPONDENTS/GENERAL TERMS AND CONDITIONS
RFP SPECIFICATION 04-179**

1 SEALED PROPOSALS:

- 1.1 Original copy of proposal form as well as any other pertinent documents must be returned in order for the proposal to be considered for award.
- 1.2 All proposals are subject to the conditions specified hereon and on the attached Special Conditions, Specifications and proposal Form.
- 1.3 The completed proposal must be submitted in a sealed envelope clearly marked with the RFP Title to the CITY OF LINCOLN Purchasing Agent, 440 South 8th St., Suite 200, Southwest Wing Lincoln, NE 68508.
- 1.4 Proposals are due on August 18, 2004, 12:00 noon.
- 1.5 Telegraphic proposals will not be accepted.
- 1.6 Ten (10) copies including the original of the proposal shall be submitted.

2 EXECUTION OF PROPOSAL:

- 2.1 Proposal must contain a manual signature of an authorized representative in the space provided on the proposal form.
- 2.2 Failure to properly sign proposal shall invalidate same and it shall NOT be considered for award.
- 2.3 All proposals must be completed in pen and ink or typewritten.
- 2.4 No erasures are permitted.
- 2.5 If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. 2.5.1 Corrections must be initialed by the person signing the proposal.
- 2.6 Any illegible entries, pencil proposals or corrections not initialed will not be tabulated.
- 2.7 The original proposal conditions and specifications CANNOT be changed or altered in any way.
 - 2.7.1 Altered proposals will not be considered.
- 2.8 Clarification of proposal submitted shall be in letter form, signed by respondents and attached to the proposal.

3 PRICES SUBMITTED

- 3.1 Deduct any trade discounts and just bid net prices.
- 3.2 Give both unit price and extended total, when requested.
- 3.3 Prices must be stated in units of quantity specified in the proposal specifications.
- 3.4 In case of discrepancy in computing the amount of the proposal, the UNIT PRICE submitted will govern.
- 3.5 All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions).
- 3.6 Discounts for prompt payment.
- 3.7 Award, if made, will be in accordance with terms and conditions stated herein.
- 3.8 Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items.

4 TAXES

- 4.1 The City of Lincoln and Lancaster County are exempt from all Federal Excise and State taxes.
 - 4.1.1 State Sales Tax Certificate Number is 04-2460254.
 - 4.1.2 **Exemption certificate will be provided to the successful firm upon award of the contract.**

5 MISTAKES:

- 5.1 Respondents are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions pertaining to supplies and services.
- 5.2 Failure to do so will be at the respondents risk.

6 CONDITION AND PACKAGING:

- 6.1 It is understood and agreed that any item offered or shipped as a result of this proposal shall be the latest new and current model offered (most current production model at the time of this proposal).
- 6.2 All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

7 UNDERWRITERS' LABORATORIES:

- 7.1 Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

8 CONDITIONS:

- 8.1 The City reserves the right to waive irregularities or technicalities in proposals or to reject all proposals or any part of any proposal they deem necessary for the best interest of the City of Lincoln, NE.

9 EQUIVALENTS:

- 9.1 If respondent offers makes of equipment or brands of supplies other than those specified in the following, he must so indicate on his proposal.
- 9.2 Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.
- 9.3 Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers.
- 9.4 Respondents shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.
- 9.5 Respondents shall indicate on the proposal form the manufacturer's name and number proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed.
- 9.6 Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and must be included with the Proposal.
- 9.6.1 NO proposals will be considered without this data.
- 9.7 Lacking any written indication of intent to propose an alternate brand or model number, the proposal will be considered as a proposal in complete compliance with the specifications as listed on the attached form.

10 SAMPLES:

- 10.1 Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the respondents expense.
- 10.2 Respondents will be responsible for the removal of all samples furnished within (30) days after trial period.
- 10.3 All samples will be disposed of after thirty (30) days if not picked up.
- 10.4 Each individual sample must be labeled with respondents name.
- 10.5 Failure to either deliver required samples or to clearly identify samples may be reason for rejection of the proposal.
- 10.6 Unless otherwise indicated, samples should be delivered to the Purchasing Division at the time of submission of the proposal.

11 DELIVERY:

- 11.1 Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided.
- 11.2 Delivery time may become a basis for making an award.
- 11.3 Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

12 INTERPRETATIONS:

- 12.1 Unless otherwise stated in proposal, any questions concerning conditions/specifications should be submitted in writing to: Vince M. Mejer, Purchasing Agent, 440 South 8th St., Suite 200, Southwest Wing, Lincoln, NE 68508
- 12.1.1 Respondents can FAX questions to 402-441-6513.
- 12.1.2 E-mail vmejer@ci.lincoln.ne.us

13 AWARDS:

- 13.1 The City of Lincoln reserves the right to reject all proposals or any portion of any proposal they deem necessary for the best interest of the City; to accept any item or group of items unless qualified by the proposal; to acquire additional quantities at prices listed on the proposal form unless additional quantities are not acceptable, in which case the proposal Form must be noted "Proposal Is for specified quantity only".
- 13.2 All awards made as a result of this proposal shall conform to applicable Nebraska Statutes.

14 PROPOSAL OPENING:

- 14.1 Proposals shall be publicly opened reading only the names of the respondents **NOT** their proposed fees, on the date, time and place specified on the proposal Form.
- 14.2 All proposals received after that time shall be returned, unopened.

15 INSPECTION, ACCEPTANCE & TITLE:

- 15.1 Inspection and acceptance will be at destination unless otherwise provided.
- 15.2 Title to/or risk of loss or damage to all items shall be the responsibility of the successful respondent until acceptance by the City unless loss or damage result from negligence by the City.
- 15.3 If the materials or services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at contractors expense.

16 PAYMENT:

- 16.1 Payment will be made by the City after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.
- 16.2 Once the contract is in affect, payments will be on a monthly bases once the invoices have been approved by each department ordering.

17 DISPUTES:

- 17.1 In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Purchasing Agent shall be final and binding on both parties.

18 LEGAL REQUIREMENTS:

- 18.1 Federal, State, and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply.
- 18.2 Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.

19 PATENTS & ROYALTIES:

- 19.1 The respondent/contractor, without exception, shall indemnify and save harmless the City of Lincoln, and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Lincoln or Lancaster County, Nebraska.
- 19.2 If the respondent uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

20 SPECIAL CONDITIONS:

- 20.1 Any and all Special Conditions that may vary from these General Conditions shall have precedence.

21 QUALITY:

- 21.1 All materials used for the manufacture or construction of any supplies, materials or equipment covered by this proposal shall be new.
- 21.2 The items proposed must be new, the latest model, of the best quality, and highest grade workmanship.

22 LIABILITY, INSURANCE, LICENSES AND PERMITS:

- 22.1 Where respondents are required to enter or go onto City of Lincoln property to deliver materials or perform work or services as a result of a proposal award, the successful contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable City of Lincoln code requirements.
- 22.2 The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractors (or agent) or any person the Contractor has designated in the completion of the contract as a result of his or her proposal.

23 PROPOSAL BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:

23.1 Proposal Bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions.

24 DEFAULT:

24.1 Failure or refusal of a respondent to execute a contract upon award, or withdrawal of a proposal before such award is made, may result in forfeiture of that portion of any proposal surety required equal to liquidated damages incurred by the City thereby, or where surety is not required, failure to execute a contract as described above may be grounds for removing the respondents from the City's vendors list.

25 CANCELLATION:

25.1 In the event any of the provisions of this proposal are violated by the contractor, the Purchasing Agent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the Mayor for immediate cancellation.

25.2 The City reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

26 BILLING INSTRUCTIONS:

26.1 Invoices, unless otherwise indicated, shall be submitted in DUPLICATE to the Department requesting the item/s and usage

27 NOTE TO VENDORS DELIVERING TO THE CITY OF LINCOLN:

27.1 Receiving hours are Monday through Friday, excluding holidays, from 8:00 A.M. to 4:30 P.M.

28 SUBSTITUTIONS:

28.1 The City of Lincoln WILL NOT accept substitute shipments of any kind unless specifically approved in writing by the ordering department..

28.2 Respondent(s) is expected to furnish the brand quoted in their proposal once awarded.

29 FACILITIES:

29.1 The City reserves the right to inspect the respondents facilities at any time with prior notice.

30 PROPOSAL TABULATIONS:

30.1 Respondents desiring a copy of the proposal tabulation list of those submitting proposals must by enclose a self-addressed stamped envelope with the proposal.

30.2 Said tabulation will only show those firms who submitted proposals no their proposed fees.

31 CLARIFICATION AND ADDENDA TO PROPOSAL SPECIFICATIONS:

31.1 If any person contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications or other proposal documents or any part thereof, the respondent must submit to the City of Lincoln Purchasing Agent at least ten (10) calendar days prior to scheduled proposal opening, a request for clarification.

31.1.1 All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

31.2 Any interpretation of the proposal, if made, will be made only by Addendum duly issued by the City of Lincoln Purchasing Agent.

31.3 The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Proposals is required.

31.4 A copy of such Addendum shall be sent by mail, facsimile or e-mail to each respondent receiving the Solicitation.

31.5 In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified.

31.5.1 Subsequent addendum shall govern over prior addendum only to the extent specified.

31.6 The respondent shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided on the proposal Form.

- 31.7 Failure to acknowledge Addendum shall deem its proposal non-responsive; provided, however, that the City may waive this requirement in its best interest.
- 31.8 The City will not be responsible for any other explanation or interpretation made verbally or in writing by any other city representative other than the Purchasing Agent.

32 DEMONSTRATION OF COMPETENCY:

- 32.1 Pre-award inspection of the respondents facility may be made prior to the award of contract.
- 32.1.1 Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this Proposal.
- 32.2 Respondents must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.
- 32.3 The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the City of Lincoln.
- 32.4 The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a respondent, including past performance (experience) with the City in making the award in the best interest of the City.
- 33.5 The City may require respondents to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply.
- 33.6 In these instances, the City may also require material information from the source of supply regarding the quality, and characteristics of the products to be supplies to the City through the designated representative.
- 33.6.1 Conflicts between this material information provided by the source of supply and the information contained in the proposal may render the Proposal non-responsive.
- 33.7 The City may, during the period the Contract between the City and the successful respondent is in force, review the successful respondent's record of performance to insure that the respondent is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation.
- 33.8 Irrespective of the respondents performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful respondent no longer possesses the financial support, equipment and organization which would have been necessary during the proposal evaluation period in order to comply with this demonstration of competency section.

34 AWARD OF CONTRACT:

- 34.1 The contract will be awarded to the lowest responsive, responsible respondent(s) whose proposal(s), conforming to the Solicitation, is most advantageous to the City of Lincoln.
- 34.2 The lowest responsive, responsible respondent will be determined in conjunction with the method of award which is described in the Special Conditions.
- 34.2.1 Tie proposals will be decided as described in Special Conditions, per City Code.
- 34.3 The City shall award a contract to a respondent through action taken by the City Council at a duly authorized meeting.
- 34.4 This action shall be administratively supported by a written award of acceptance, mailed or otherwise furnished to the successful respondent; which shall constitute a binding contract without further action by either party.
- 34.5 The General Terms and Conditions, the Special Conditions, the Technical Specification, the respondents Proposal are collectively an integral part of the contract between the City of Lincoln and the successful respondent.
- 34.6 While the City of Lincoln may determine to award a contract to a respondent under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions.
- 34.7 The respondent shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form required by the City.
- 34.8 If the respondents is in default, the City, through the Purchasing Agent, will void its acceptance of the respondents offer and may determine to accept the offer from the second lowest responsive, responsible respondent or re-solicit proposals.
- 34.9 The City may, at its sole option, seek monetary restitution from the respondents as a result of damages or excess costs sustained and/or may prohibit the respondent from submitting future proposals for a period of one year.
- 34.10 The Term of the Contract shall be stipulated in the contract which is issued to the successful respondent(s).

- 34.11 Where there is a conflict between the contractual period stipulated in the Solicitation and the contractual period stipulated on the Contract, the contract shall prevail.
- 34.12 The City reserves the right to exercise the option to renew a term contract of any successful respondent to a subsequent optional period; provided that such option is stipulated in the Special Conditions.
- 34.13 If the City exercises the right in writing, the respondent shall update and submit any legal documents required during the initial Solicitation by no later than sixty (60) calendar days prior to the commencement of the option period.
- 34.14 These documents, which are specified in the Special Conditions and including, but are not limited to, insurance certificates and performance bonds, must be in force for the full period of the option.
- 34.15 If the updated documents are not submitted by the respondent in complete form within the time specified, the City may rescind its option, declaring the respondent in default of its contractual obligations and award to the next low respondent or seek a new proposal solicitation.
- 34.16 The City may, at its sole option, seek monetary restitution from the respondent as a result of damages or excess cost sustained and/or may prohibit the respondent from submitting future proposals for a period of one year.
- 34.17 The City reserves the right to automatically extend this contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded.
- 34.18 If this right is exercised, the City shall notify the respondent in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension.
- 34.19 By affixing its authorized signature to this proposal Form, the respondent hereby acknowledges and agrees to this right.

35 ASSIGNMENT:

- 35.1 The contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Lincoln.

36 LAWS, PERMITS AND REGULATIONS:

- 36.1 The respondents shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

**DIGITAL CELLULAR / PCS / EQUIPMENT AND SERVICES
GENERAL INFORMATION AND SPECIAL CONDITIONS
PROPOSAL 04-179**

1 PURPOSE:

- 1.1 The purpose of this proposal is to establish a contract, by means of sealed proposals, for Digital Cellular/PCS and Mobile Data Equipment and Services, as needed, for the City of Lincoln and Lancaster County as specified herein, from a source(s) of supply that will give prompt and efficient service.
 - 1.1.1 It is agreed that other governmental or quasi-governmental agency who desire to take part in this contract may do so at the same terms and conditions agreed to by the City of Lincoln.
- 1.2 While the intent is to obtain the latest state of the art Digital Cellular and Mobil Data equipment and service for all agencies from one company, we realize it may not be possible, do to the diverse nature of the City's operations.
- 1.3 Specialized Cellular telephone equipment including PDA's With cellular voice and screen displays, blackberry and RIM technology
- 1.4 Data technology including but not limited to Cellular Digital Packet Data (CDPD and 1XRTT) and digital data transmission and Blackberry technology and CDMA or equal.

2 TERM OF CONTRACT:

- 2.1 This contract shall commence the day after date of award by the City of Lincoln and shall remain in effect for a period of four (4) years.
- 2.2 Providing the successful respondent will agree to maintain the same terms and conditions of the current contract, this contract could be extended for an additional two (2), one (1) year periods if mutually agreed upon by both parties.
- 2.3 The City and County reserve the right to add or terminate individual phones for any reason at no cost to the respective agencies.

3 METHOD OF AWARD:

- 3.1 Award of this contract will be made to the lowest responsive, responsible respondent whose proposal will be most advantageous to the City of Lincoln.
- 3.2 Respondent must submit a proposal on all items to be considered for award.

4 PAYMENT:

- 4.1 Invoices for payment will be submitted on a monthly basis as work is completed, for the duration of the contract.
 - 4.1.1 Invoices will be subject to verification and approval by each Department or Division.

5 ADDITIONS/DELETIONS OF EQUIPMENT:

- 5.1 Although this solicitation may identify specific quantities to be to be purchased and serviced, it is hereby agreed and understood that any department may be added/deleted to/from this contract at the option of the City.
 - 5.1.1 All additions/deletions of equipment will be made with the same pricing/specifications as stated in the original agreement.

6 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

- 6.1 If the respondents is awarded a contract under this proposal solicitation, the prices submitted by the respondent on the proposal form shall remain fixed and firm during the term of this contract; provided, however, that the respondent may offer incentive discounts from this fixed price to the City at any time, during the contractual term.

7 VENDOR APPLICATION

- 7.1 Prospective proposers should register with the City of Lincoln Purchasing Division; this will facilitate their receipt of future notices of solicitations when they are issued.

8 PROPOSAL CLARIFICATION:

- 8.1 Any questions or clarifications concerning this Request for Proposal shall be submitted in writing by mail or facsimile to Vince M. Mejer, Purchasing Division, 440 South 8th St., Suite 200, Southwest Wing, Lincoln, NE 68508 FAX: (402) 441-6513 or by e-mail to vmejer@ci.lincoln.ne.us.
- 8.2 The proposal title/number shall be referenced on all correspondence.
- 8.3 All questions must be received no later than TEN (10) calendar days prior to the scheduled opening date.
- 8.4 All responses to questions/clarifications will be sent to all prospective respondents in the form of an addendum.
- 8.5 NO QUESTIONS WILL BE RECEIVED AFTER SAID DEADLINE.

9 ESTIMATED QUANTITIES AND USAGES:

- 9.1 This contract will provide approximately 800 cellular/wireless/PCS/analog equipment with service.
- 9.2 Past estimated cost of the City, fiscal year: \$218,000
- 9.3 At this time it is estimated that usage will increase by another 25% this year.
- 9.4 All long distance traffic will be assigned to the City/County's long distance carrier.

10 REFERENCES:

- 10.1 Each proposal must be accompanied by a list of references which shall include the name of the company, a contact person and the telephone number.
- 10.2 NO proposal WILL BE CONSIDERED WITHOUT THIS LIST.

11 RESPONDENTS QUALIFICATIONS:

- 11.1 In order for proposals to be considered, respondent must submit with their proposal, evidence that they are qualified to satisfactorily perform the specified work.
- 11.2 Evidence shall include all information necessary to certify that the respondent: maintains a permanent place of business; has technical knowledge and practical experience in the type of work included in this scope of work; has available the organization and qualified manpower to do the work; has adequate financial status to meet the financial obligations incident to the work; has not had just or proper claims pending against him or his work; and has completed similar type, size and complexity of work.
- 11.3 As a minimum, the selected providers must achieve and maintain the following:
 - 11.3.1 The contractor shall provide digital cellular services within the State of Nebraska
 - 11.3.2 At a minimum, provide toll-free calling shall be provided throughout the State of Nebraska
 - 11.3.3 Cellular service must be free of dead zones within Lancaster County and all adjacent counties.
 - 11.3.4 There shall be no charges for calls that go unanswered or are busy.
 - 11.3.5 There shall be no charge for accessing voice mail.
 - 11.3.6 There shall be no charge and no use of minutes for Emergency 911 calls and any calls made to the contractor providing airtime and/or the equipment provider.

12 LATE PROPOSALS:

- 12.1 The City of Lincoln cannot be responsible for proposals received after opening time and encourages early submittal.

13 EXCEPTIONS TO SPECIFICATIONS:

- 13.1 Exceptions to the specifications shall be listed on the proposal Form and shall reference the item.
- 13.2 Any exceptions to the General or Special Conditions shall be cause for the Proposal to be considered non-responsive.

14 COMPLETE INFORMATION REQUIRED ON Proposal FORM:

- 14.1 All proposals must be submitted on the attached Proposal Form and all blanks filled in.
- 14.2 To be considered a valid proposal, the ORIGINAL AND NINE COPIES of the proposal form pages and all required submittal information must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

15 VALUE ADDED SERVICES

- 15.1 If not proposing a flat rate then a form of pooling minutes by department and as an aggregate for the City/County as a whole.
- 15.2 The expanse of the local coverage.
- 15.3 Including the eastern portion of the State of Nebraska as local calling area.
- 15.4 Advance feature hardware rentals such as PDA's, low profile/flip handsets, Broadband internet access, built in camera telephones, dual mode and tri-mode operations, speakerphone, caller ID, contact storage, text messaging, Blackberry enterprise solutions and cellular data packet data solutions compatible with Microsoft operating systems as well as analog cellular transmission solutions.
- 15.5 Group calling
- 15.6 Two way calling
- 15.7 Portability of phone numbers at no cost to the City and County.

16 ADDITIONAL SCOPE OF SERVICES

- 16.1 Contractor shall specialize in Cellular telephone equipment including PDA's with cellular voice and screen displays, Blackberry, CDPD, 1XRTT , CDMA and RIM Technology.
- 16.2 The City desires to have wireless access to data by whatever means, such as PalmOS with CDMA phone via and Palm Tungsten W with GPRS and units with Edge cards for high speed access.
- 16.3 The City realizes we may not be able to get everything from one vendor thus it reserves the right to split the award accordingly.
 - 16.3.1 However, it is the City's intent to award as much to one vendor as it can
 - 16.3.2 Vendors are encouraged to submit enough information as it deems necessary to help the City evaluate its options.

REQUEST FOR PROPOSAL NO. 04-179
SPECIFICATIONS/SPECIAL CONDITIONS

1 GENERAL SPECIFICATIONS:

- 1.1 The City of Lincoln is seeking competitive proposals for a four (4) year contract with two (2), one (1) year options to renew for providing approximately 300-500 Digital Cellular/PCS or Digital Cellular/PCS/analog and Mobile Data equipment and service for the City of Lincoln

2 MINIMUM SPECIFICATIONS DIGITAL CELLULAR / PCS EQUIPMENT & SERVICE

- 2.1 Be a primary digital cellular/PCS service provider.
- 2.2 Provide pricing as detailed on the attached schedule.
- 2.3 Either provide a unique proposal for the City of Lincoln, or provide pricing for other governmental entities to which the City can subscribe..
- 2.4 Designate an Account Executive for the City of Lincoln.
- 2.5 Provide an escalation and de-escalation procedure for service or billing issues.
- 2.6 Provide excellent to good coverage for the City of Lincoln and Lancaster County.
- 2.7 Directly provide or cooperate in coverage for within the City, State and Nationwide (dual mode).
- 2.8 Be willing to provide evaluation units (for each model offered) for 30 days at a minimum and no charge to the City.
- 2.9 Shall function as a single point of purchase for the City in providing the following:
Purchase of equipment, options and accessories, and service as outlined in Proposal.
All equipment & services must be state of the art at the time of distribution
A plan to update equipment & services during the life of the contract as technology/service changes.
Installation of mobile equipment on site:
Customer sign-up and programming of cellular phones, including any optional services;
Monthly billing of access, detailed billing of air time charges:
Alternative solutions to achieve optimum service and flexibility at the most cost effective rate is encouraged.
Any cost not currently included in the proposal for items that may be picked up by the city during the life of the contract.
Warranty repair and maintenance service and battery replacement.
- 2.10 City currently receives 25 cell phones at no cost to be used by the victims witness unit, each phone is allowed 15 minutes free each month, calls over the 15 minutes are charged and paid for by the police department, and it is the desire of the City to continue this program.
- 2.10.1 Will you continue this YES, NO
- 2.11 City has the option to have caller ID blocked for the City of Lincoln Police phones and other phones which the City deems appropriate at no additional charge.
- 2.11.1 City has the option to maintain some of it's existing cellular analog and digital lines and numbers.
- 2.12 For the purposes of proposal evaluation, respondents must indicate any variances to the specifications, or terms and conditions, no matter how slight.
- 2.12.1 If variations are not stated in the proposal, it shall be construed that the Proposal fully complies with these specifications, terms and conditions.
- 2.13 Review quarterly the City's usage and make recommendations for enhanced equipment and/or service (to include new equipment, technology or service) and/or to lower costs.

3 DIGITAL CELLULAR / PCS/ANALOG TELEPHONE AND MOBILE DATA SERVICE

- 3.1 All respondents shall provide a current, published coverage map to indicate the counties, or portions thereof where they have digital systems operating.
- 3.2 As service areas are expanded by the addition of new cell sites, the award winner shall provide updated coverage maps to the Purchasing Division.
- 3.3 Coverage maps shall specifically show all "dead spots" within the City, County and State.

4 DIGITAL CELLULAR / PCS TELEPHONE EQUIPMENT

- 4.1 Respondents shall provide a range of equipment that will meet the varying requirements of users.
- 4.2 Equipment shall have protection from cloning, crosstalk and have minimal amount of static and no fading.

5 MODEL CHANGES

- 5.1 Any new equipment which, as a result of revisions, alterations, additions, or technical improvements, meet or exceed the requirements of this proposal, must be approved by the Purchasing Division prior to replacement of existing contract models.
- 5.2 This equipment must not exceed the price of those replaced.
 - 5.2.1 This paragraph does not pertain to any equipment included under Balance of Line.
- 5.3 Should the City decide to keep existing equipment successful firm will reprogram it to work within their system.

6 GRADE OF SERVICE

- 6.1 The grade of digital cellular/PCS telephone and mobile data service provided to contract users with respect to circuit quality, reliability, call completion, and time of access shall be equal to that provided to other commercial subscribers within the digital cellular/PCS system's published service area.

7 ROAMING SERVICE

- 7.1 Contractors shall provide itinerant contract users (roamers) with digital cellular/PCS dual mode service when traveling outside of their Home Rate Areas (HRA).
- 7.2 Each contractor shall explicitly indicate their geographical HRA on the price sheets for which local rates pertain.
- 7.3 For purposes of this contract, roaming charges are for that digital cellular/PCS service which is within the state of Nebraska, but outside of the defined HRA.
- 7.4 Roaming charges include, but are not limited to, the following: one air time rate nationwide, peak and off-peak air time per minute, and/or surcharges whether per call, daily, or monthly.
 - 7.4.1 Additionally, respondents must include in the attached Price Sheets, prices charged to their customers for roaming outside their HRA.
- 7.5 It is the desire of the City and County to "NOT" have any roaming charges

8 PURCHASE PROVISIONS

- 8.1 It is the intent of this contract to provide a combined digital cellular/PCS (analog where needed) equipment and mobile data service packages for use within the City and County's normal operating area.
- 8.2 Orders for digital cellular/PCS equipment only (without service) shall be limited to those required for replacement of lost or damaged units.
- 8.3 The contractor shall allow antennas and other accessories to be purchased at the contract price at any time, in any quantity, without purchasing digital cellular/PCS telephones.
 - 8.3.1 In the case of contract eligible users with existing digital cellular/PCS equipment, subscriptions for digital cellular/PCS service only shall be accepted by the contractor at published governmental rates.
- 8.4 A price or the words "**no charge**" shall be entered in every space under the "Price Each" column on the attached Price Sheets.
 - 8.4.1 Failure to do so shall disqualify your Proposal.
 - 8.4.2 This includes antennas, accessories, and batteries which may be purchased as spares and replacements without the purchase of radios.
- 8.5 Describe the specific approach your company proposes to use in implementing the services, along with a detailed scope of services to be provided.
 - 8.5.1 Please include all pertinent costs.
 - 8.5.2 Costs not disclosed with your proposal shall not be honored in any subsequent contract.

9 MARKETING PROMOTIONS

- 9.1 All contract eligible users shall have the opportunity to avail themselves of any specials, marketing promotions, or other sales that are offered by the contractor to the general public; with the caveat that the aggregate sum for such specials, marketing promotions, or other sales must be better than or equal to the aggregate sum using the contract rates for the same period of time.

10 BALANCE-OF-LINE

- 10.1 Respondents are requested to offer a balance-of-line fixed discount on all accessories, radios, pages and services which are offered in addition to the items offered on the proposal sheet.
- 10.1.1 These fixed discounts shall reflect a minimum savings of twenty-five percent (25%) or greater from the contractor's standard pricing.
- 10.1.2 This discount applies to all updates on pricing for the duration of the contract.
- 10.1.3 Furthermore, the balance-of-line discount does not apply to any of the vendor's specials, marketing promotions, or other sales that are available to each contract eligible user.
- 10.2 It is the intent of this contract by greatly expanding the "balance-of-line", all eligible contract users will have a much greater variety of equipment and services from which to choose.
- 10.2.1 Further, contractors may update the balance of line offerings as new equipment and/or services become available for which the stated discount will apply.
- 10.3 The City reserves the right to accept or reject any individual item(s) or all items offered as balance of line.
- 10.4 Contractors, upon notification of award, shall submit the contractors' standard pricing, as locally published and in effect on the date of the proposal opening, showing all equipment and services that are offered through balance of line, and shall indicate the fixed discount(s) and/or special pricing offered to the City.
- 10.5 Price lists accepted will be published as part of the resulting contract.

11 DETAILED BILLING

- 11.1 Detailed usage billing is required by the City at no charge and is included in the proposal.
- 11.2 Detailed billing as a minimum must include:
- Number being billed
 - Date
 - Time
 - Number called (outgoing)
 - Call duration
 - Department
- 11.3 Quarterly reports on usage shall be submitted to the Purchasing Division showing the above.

12 WARRANTY

- 12.1 All equipment (excluding batteries) and parts, including materials used therein, shall be fully warranted by the contractor who originally sells such equipment and parts against mechanical, electrical and workmanship defects, for a period of one year from the date of receipt of equipment by the ordering agency.
- 12.2 A full labor warranty is required for all repairs at the contractor's service center for a period of one year, minimum, including installation if applicable after the unit is received by the ordering agency and shall include any applicable freight charges.
- 12.3 Battery warranties shall be one year, minimum.
- 12.4 Contractor shall pick up equipment to be repaired within 24 hours of notification and return equipment within 14 days of repair.
- 12.5 The above warranty period shall be extended to include time during which equipment is out of service for warranty repair.
- 12.6 Warranty repairs are to be initiated with the contract vendor who sold the equipment.

13 REPAIR SERVICE

- 13.1 Respondents shall have in existence at the time of proposal, and shall maintain during the time of this contract if awarded to such respondent a local factory authorized service station to perform warranty repairs and adjustments.
- 13.2 The vendor shall provide a loaner phone at no charge to the user if it is requested, for use during the time which the user's existing phone is being repaired within 48 hours of request.
- 13.3 The service station(s) shall be responsible for pick up, repair and return of equipment and keeping owner fully informed of progress, whether repairs are made at the service station, factory, or other authorized location.
- 13.4 If equipment is not repaired within five (5) working days, contractor shall advise the purchaser in writing why the equipment has not been repaired and when repair completion may be expected.
- 13.5 Working hours, for the purpose of installation and repair services, are defined to be those hours contained in a normal work day (8 am - 5 pm EST), Monday through Friday, except legal holidays observed by the City.

14 DELIVERY AND INSTALLATION - PORTABLE AND FIXED DIGITAL CELLULAR / PCS EQUIPMENT

- 14.1 The contractor shall deliver, program, and install (where applicable) all portable and fixed digital cellular/PCS equipment and accessories within 5 days after receipt of purchase order.
- 14.2 Installation shall be performed at the City of Lincoln or as designated by the ordering Department.
- 14.3 The contractor's service station shall arrange for installation within five (5) working days after notification by the purchaser, or receipt of the equipment by the service station.
- 14.4 The phones shall be delivered to the service station by the purchaser, and installation shall be accomplished within five (5) working hours after delivery.
- 14.5 All installations shall be performed per manufacturer's recommendations and shall use good engineering practice (wires and cables bundled, no sharp edges exposed, no wires exposed, wires insulated from catalytic converter and engine heat, etc.).
- 14.6 The installation price shall include installation of the mobile digital cellular/PCS and antenna, whether an on-glass or through-body (permanent) antenna.
- 14.7 Batteries and battery chargers shall be provided with each phone.

15 QUANTITY DISCOUNTS

- 15.1 Respondent is urged to offer additional discounts for one-time delivery of large, single orders of any assortment of items in the space provided on the Pricing Schedule.
- 15.2 Respondent is encouraged to offer aggregate air-time discounts such that when a vendor defined threshold or greater is reached (e.g. 1,500 minutes per monthly City invoice), the air-time charge is reduced by percentage or cents per minute).
- 15.3 Another option would be to box time per department/division.

15.4 Another option is same as the City presently has; a flat rate per minute of usage

16 INSTRUCTION MANUALS / SPECIFIC INFORMATION

- 16.1 The contractor shall provide one (1) operating instruction manual or laminated card with each digital cellular/PCS phone ordered through the contract, including those purchased through balance of line.
- 16.2 The manuals or laminated cards shall cover the basic procedures required to originate and answer calls, and use of the operating features of the particular digital cellular/PCS phone supplied.
- 16.3 The cost of these manuals or laminated cards shall be included in the unit proposal price.
- 16.4 The vendor is to provide on site training at service locations upon request.

17 SPARE EQUIPMENT

- 17.1 The Contractor shall maintain at least five (5) spare digital cellular/PCS telephones at no charge to be used for replacement of telephones requiring repair service.
- 17.2 The City shall have the ability to immediately activate these telephones with existing numbers.

18 PROPOSAL EVALUATION

- 18.1 Proposal prices will be evaluated on a total first-year cost basis, which will be the sum of the non-recurring costs (basic telephone without accessories and connection fee) plus the recurring costs (access, air-time,) for two digital cellular/PCS phones (least expensive and most expensive proposal).
- 18.2 Usage-sensitive items shall be based on the following estimated quantities for the two digital cellular/PCS

**DIGITAL CELLULAR / PCS EVALUATION
WITHIN THE HOME-RATE AREA**

Air Time, Peak 420 minutes x 12 = 5,040 minutes x 2 = 10,080 minutes annually

Air Time, Off-Peak 40 minutes x 12 = 480 minutes x 2 = 960 minutes annually

- 18.3 Monthly peak usage is based on four, five minute calls per day for 21 days per month (4 x 5 x 21 = 420 minutes).
Off-peak usage (after hours) is based on two, five minute calls per week for four weeks (2 x 5 x 4 = 40 minutes).

**DIGITAL CELLULAR / PCS EVALUATION
OUTSIDE OF THE HOME-RATE AREA:**

Air Time, Peak	90 minutes x 12 = 1,080 minutes x 2 = 2,160 minutes annually
Air Time, Off-Peak	10 minutes x 12 = 120 minutes x 2 = 240 minutes annually

18.4 Roaming Surcharges: if a flat surcharge is to be billed to customer on a monthly basis, include 12 months total surcharges; if a flat surcharge is to be billed to customer on a daily basis, include 260 days; if a flat surcharge is billed per call, include 20 calls per month, or 240 calls per year.

NOTE: Roaming usage is based on four, five minute calls per day for 5 days per month (4 x 5 x 5 = 100 minutes).

18.5 Peak air time shall not exceed the hours of 7 am - 7 pm, Monday through Friday.

18.6 Off-Peak air time shall include any time outside the defined peak time above, plus Saturdays, Sundays, and holidays.

18.6.1 For purposes of this contract, holidays are defined as: New Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, President's Day, Veterans Day, Thanksgiving (two (2) days), and Christmas Day.

18.7 If a flat fee is proposal for night and weekend calling, the lesser between night/weekend airtime and the flat fee will be used for evaluation purposes.

18.8 Technical Evaluation of digital cellular/PCS equipment and service function will be tested by City testers based on the following:

- Audio quality receiving calls
- Audio quality transmitting calls
- Signal strength receiving calls
- Amount of call drop outs during testing
- Ease of operation testing by City of Lincoln testers making and receiving test calls
- Battery Life, and a method to be utilized for replacement as needed.
- Options available such as call waiting, caller ID, call forwarding
- Area of operation for digital and analog services.

19 TRADE IN OPTION/ CREDIT ALLOWANCE

19.1 Vendors will be given the option to purchase or provide credit to allow the City of Lincoln to trade their present cellular telephones and equipment and accessories, to the awarded vendor.

19.2 Must have a method for removing existing equipment as well as installation of new equipment.

19.3 Suggest several instructional classes at the County/City building.

20 DISASTER PREPAREDNESS PLAN

20.1 Contractors shall have a Disaster Preparedness Plan which shall be described in detail including a list of all available resources.

20.2 In the event of a natural or man-made catastrophe, i.e. weather, satellite malfunction, etc., included in the proposal must be a plan to ensure uninterrupted service to the City or provide for prioritized service as determined by the City's needs.

REQUEST FOR PROPOSAL NO. 04-179

To be Opened on August 18, 2004 12:00 Noon

PROPOSAL PAGE

Respondents must:

1. Complete and return Questionnaire.
2. Complete and return Pricing Schedules.
3. Attach any other relevant information - e.g., equipment specifications, State contract pricing, etc.

Respondent must sign below to acknowledge receipt of addendum (if issued).

Amendment No. 1 _____

Amendment No. 2 _____

Payment Terms: 2% 10 EOM. If other, specify here: _____

Delivery: _____ days after receipt of order.

SUBMITTED BY:

COMPANY: _____

SIGNED: _____

I certify that I am authorized to execute this proposal and commit the responding firm.

NAME/TITLE (PRINT): _____

ADDRESS: _____

CITY/STATE: _____ ZIP: _____

TELEPHONE NO.: _____ FAX: _____

QUESTIONNAIRE

NOTE: **Information supplied in response to this questionnaire is subject to verification.
Inaccurate or incomplete answers may be grounds for disqualification from award of this
Proposal.**

Submitted to The Mayor and City Council of the City of Lincoln, Nebraska

By _____

Principal Office _____

How many years has your organization been in the business of performing the service as described in this Proposal (providing/servicing digital cellular/PCS and mobile data phones) under your present business name? _____

Does your organization have current occupational licenses entitling it to do the work contemplated in this Contract? _____ (Attach copy)

Provide three (3) references for similar contracts:

<u>Name</u>	<u>Address</u>	<u>Phone Number</u>	<u>Fax #</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Have you ever had a contract terminated due to failure to comply with contractual specifications? _____

If so, where and why? _____

Has any officer or partner of your organization ever failed to complete a contract handled in his own name?

If so, state name of individual, name of owner, and reason thereof _____

In what other lines of business are you financially interested or engaged? _____

Name of Account Executive to be assigned to City of Lincoln

Number of years with company: _____

Do you have a standard Contract? _____ If so, please attach copy.

Electronic Call detail Yes___ No___

Electronic Monthly Billing Yes___ No___

I HEREBY CERTIFY that the above answers are true and correct.

Signature

Printed Name, Title

AIR TIME CHARGES

Recurring Charges	City of Lincoln
Monthly Basic Service Number of free minutes included	\$ /Month /Minutes
Connection Fee (One time programming and sign up charge)	\$ /One time
Detailed Billing	\$ /Month
Call Waiting	\$ /Month
Call Forwarding	\$ /Month
3 Way Calling	\$ /Month
No Answer Transfer	\$ /Month
Caller ID	\$ /Month
Caller Block	\$ /Month
Voice Mail Maximum Messages	\$ /Month _____ Messages
Numeric Pages Maximum Messages	\$ /Month _____ Messages
Alpha Numeric Pages Maximum Messages	\$ /Month _____ Messages
Equipment	City of Lincoln

In Nebraska Outside Home- Rate Air time

Peak

(specify rate tier)

_____ to _____minutes

_____ to _____minutes

_____ to _____minutes

_____ to _____minutes

(specify time)

\$ _____/Minute

\$ _____/Minute

\$ _____/Minute

\$ _____/Minute

_____AM - _____PM

Off-Peak

_____ to _____minutes

_____ to _____minutes

_____ to _____minutes

_____ to _____minutes

(specify time)

\$ _____/Minute

\$ _____/Minute

\$ _____/Minute

\$ _____/Minute

_____PM - _____AM

Recurring Charges	City of Lincoln
Outside Nebraska Air Time Peak (specify rate tier) _____ to _____ minutes _____ to _____ minutes _____ to _____ minutes _____ to _____ minutes (specify time) Off-Peak _____ to _____ minutes _____ to _____ minutes _____ to _____ minutes _____ to _____ minutes (specify time)	 \$ /Minute \$ /Minute \$ /Minute \$ /Minute _____AM - _____PM \$ /Minute \$ /Minute \$ /Minute \$ /Minute _____PM - _____AM
Roaming Surcharge: - per call - daily - monthly	Complete applicable rate \$ /call \$ /day \$ /month
Long Distance Rate - within the State of Nebraska - outside the State of Nebraska	\$ /Minute \$ /Minute
Nights and Weekend Flat Fee: - number of minutes included - time of use restriction	\$ /Month /Minutes included _____
Cellular/wireless/PCS calls to other cellular/wireless/PCS numbers within same network	\$ /Minute
Cellular/wireless/PCS calls to provider's customer service center	\$ /Minute
Telephone Insurance Plan	\$ /Month
TRADE-IN VALUE	\$_____ each digital cellular units
TRADE IN VALUE	\$_____ each analog cellular units

Equipment	City of Lincoln
Digital Cellular/PCS	
Telephone #2	
MODEL # _____	
Quantity: 1-9	\$ _____
Quantity: 10-19	\$ _____
Quantity: 20- 50	\$ _____
Quantity: 50 +	\$ _____
Model	_____
Size	_____ " x _____ " x _____ "
Weight	_____ oz.
Vibrate	Yes () No ()
Voice/Text Mail Notification	Yes () No ()
Memory capacity	_____
Dual Nam	Yes () No ()
Display	_____
Keypad Cover	Yes () No ()
Clock	Yes () No ()
Calendar	Yes () No ()
Talk Time	_____ / Hours
Standby Time	_____ / Hours
Charging Time	_____ / Hours
Accessories	
Hands Free Kit	\$ _____
Hands Free Kit Installation	\$ _____
Leather case	\$ _____
Automobile Power Adapter	\$ _____
Spare Battery	\$ _____
Spare High Capacity Battery	\$ _____
Battery Charger	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Equipment	City of Lincoln
Digital Cellular/PCS	
Telephone #3	
MODEL # _____	
Quantity: 1-9	\$ _____
Quantity: 10-19	\$ _____
Quantity: 20- 50	\$ _____
Quantity: 50 +	\$ _____
Model	_____
Size	_____ " x _____ " x _____ "
Weight	_____ oz.
Vibrate	Yes () No ()
Voice/Text Mail Notification	Yes () No ()
Memory capacity	_____
Dual Nam	Yes () No ()
Display	_____
Keypad Cover	Yes () No ()
Clock	Yes () No ()
Calendar	Yes () No ()
Talk Time	_____ / Hours
Standby Time	_____ / Hours
Charging Time	_____ / Hours
Accessories	
Hands Free Kit	\$ _____
Hands Free Kit Installation	\$ _____
Leather case	\$ _____
Automobile Power Adapter	\$ _____
Spare Battery	\$ _____
Spare High Capacity Battery	\$ _____
Battery Charger	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Equipment	City of Lincoln
Digital Cellular/PCS	
Telephone #4	
MODEL # _____	
Quantity: 1-9	\$ _____
Quantity: 10-19	\$ _____
Quantity: 20- 50	\$ _____
Quantity: 50 +	\$ _____
Model	_____
Size	_____ " x _____ " x _____ "
Weight	_____ <u>oz.</u>
Vibrate	Yes () No ()
Voice/Text Mail Notification	Yes () No ()
Memory capacity	_____
Dual Nam	Yes () No ()
Display	_____
Keypad Cover	Yes () No ()
Clock	Yes () No ()
Calendar	Yes () No ()
Talk Time	_____ / Hours
Standby Time	_____ / Hours
Charging Time	_____ / Hours
Accessories	
Hands Free Kit	\$ _____
Hands Free Kit Installation	\$ _____
Leather case	\$ _____
Automobile Power Adapter	\$ _____
Spare Battery	\$ _____
Spare High Capacity Battery	\$ _____
Battery Charger	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Equipment	City of Lincoln
Digital Cellular/PCS	
Telephone #5	
MODEL # _____	
Quantity: 1-9	\$ _____
Quantity: 10-19	\$ _____
Quantity: 20- 50	\$ _____
Quantity: 50 +	\$ _____
Model	_____
Size	_____ " x _____ " x _____ "
Weight	_____ oz.
Vibrate	Yes () No ()
Voice/Text Mail Notification	Yes () No ()
Memory capacity	_____
Dual Nam	Yes () No ()
Display	_____
Keypad Cover	Yes () No ()
Clock	Yes () No ()
Calendar	Yes () No ()
Talk Time	_____ / Hours
Standby Time	_____ / Hours
Charging Time	_____ / Hours
Accessories	
Hands Free Kit	\$ _____
Hands Free Kit Installation	\$ _____
Leather case	\$ _____
Automobile Power Adapter	\$ _____
Spare Battery	\$ _____
Spare High Capacity Battery	\$ _____
Battery Charger	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Equipment	City of Lincoln
Digital Cellular/PCS	
Telephone #6	
MODEL # _____	
Quantity: 1-9	\$ _____
Quantity: 10-19	\$ _____
Quantity: 20- 50	\$ _____
Quantity: 50 +	\$ _____
Model	_____
Size	_____ " x _____ " x _____ "
Weight	_____ <u>oz.</u>
Vibrate	Yes () No ()
Voice/Text Mail Notification	Yes () No ()
Memory capacity	_____
Dual Nam	Yes () No ()
Display	_____
Keypad Cover	Yes () No ()
Clock	Yes () No ()
Calendar	Yes () No ()
Talk Time	_____/ Hours
Standby Time	_____/ Hours
Charging Time	_____/ Hours
Accessories	
Hands Free Kit	\$ _____
Hands Free Kit Installation	\$ _____
Leather case	\$ _____
Automobile Power Adapter	\$ _____
Spare Battery	\$ _____
Spare High Capacity Battery	\$ _____
Battery Charger	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

CITY CELL PHONE BRANDS/Models

Motorola - 201 ea.

DPC 650
TACDPC 550
Classic II
Ultra Classic
Ultra Classic II
8000 HLF
76441 WNRSB
19086WNLSD
DPC 550
SCN 2395A
HQX33
409NFD 8447AG
StarTac 3000
Star Tac
Tac 250
Tac 650
Micro Tac 650e
Micro Tac Lite VIP
StarTac 7760
260X BagPhone
2900 Bus. Phone
Profile 300
34070 WNNBA
34015 WNRSA
MicroTac Lite II
SEQ 4018611

Lucky Star - 81

LGC 330W
LG 330W
C97C7E3A
C97C26d2

Nokia - 13

252N
638
252
5180

Qual Com - 3

LGIC/L6C330W
820

Cellular One - 1

Daumum - 3

Teletac 200 - 2

Norccord - 11

CPE - 3

Ultra - 3

Ericsson - 2

Unidentified - 73

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
 - 4.3.1 That all date recognition and processing by the software / firmware / hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 4.3.2 That all date sorting by the software/

firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software / firmware / hardware/equipment/systems that does comply with this Specification and Agreement.

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

9. EVALUATION AND AWARD

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
- 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
- 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

10. INDEMNIFICATION

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by

any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. LAWS

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

12. AWARD

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
- 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
- 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 12.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 12.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

13. AFFIRMATIVE ACTION

- 13.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

14. LIVING WAGE

- 14.1 The proposers agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.